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ABSTRACT

What causes faculty to vote for collective bargaining? Undoubtedly, there is no single answer. A common factor reported by many institutions is some faculty dissatisfaction with compensation, course loads, governance systems, and job security. Another answer, proposed by Ladd and Lipset, is that the rapid growth of collective bargaining in higher education in the past few years "should be seen as the extension to the level of university governance and faculty life of the powerful trends toward equalization and away from elitism . . . since the mid-sixties." But two more factors are important: the existence of state and federal laws establishing the right of faculty to call for collective negotiation, and the presence of at least one organization on campus to marshall the faculty in support of this action. The decision for a university to embark on collective bargaining is irreversible. It increases the likelihood that extra-university agencies will affect university decisions, and new roles are defined for administrators. There may, however, be several benefits: at least momentary peace among young, vocal, untenured faculty; increased administration credibility; and better decisionmaking about resource allocation. The factor of administrator unions also raises new questions about the administration's role. A new book, "Collective Bargaining Comes to the Campus" by Robert K. Carr and Daniel K. VanEyck, is reviewed. (Author/MSE)

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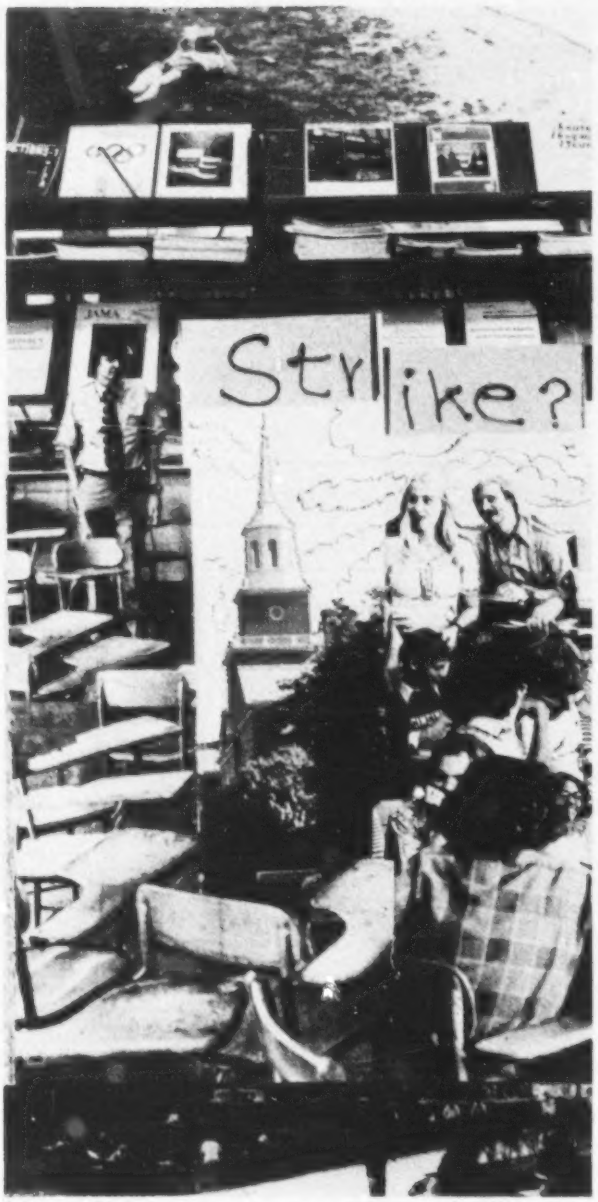


Collective Bargaining: The Faculty Viewpoint

What causes faculty to vote for collective bargaining? Undoubtedly, there is no single answer. A common factor reported at many institutions, however, is some faculty dissatisfaction with compensation, course loads, governance systems and job security. A 1969 survey by the Carnegie Commission on Higher Education of three hundred and three universities and colleges also indicates that faculty who favor collective bargaining tend to be in tenuous or poorly paid positions, (i.e., untenured faculty and faculty at some two-year and black colleges). Both the Carnegie Commission report and faculty comments indicate that some teachers support collective bargaining because it can provide a means to counterbalance administrative power. A more subtle pressure toward collective bargaining reported on some campuses is a faculty desire to limit student power on academic issues. Many of the decision-making committees, of which students are members, would become dysfunctional under a faculty-administration contract.

Ladd and Lipset in their book, *Professors, Unions and American Higher Education*, provide another answer to the question of why faculty members vote for collective bargaining. They propose that "From the broadest perspective, the rapid growth of collective bargaining in higher education during the past half-decade should be seen as the extension, to the level of university governance and faculty life, of the powerful trends toward equalization, and away from elitism, that have characterized many sectors of American society since the mid-sixties." But two factors beyond faculty dissatisfaction and social trends are important contributors to any faculty move

toward collective bargaining. The first of these is the existence of state and federal laws establishing the right of faculty to call for collective negotiations with their administration. Private institutions bargain under federal law, but public institutions bargain under state law. In states like Ohio, where there is no state law endorsing faculty collective bargaining, there is no guarantee that a majority vote by the faculty in favor of collective bargaining will result in negotiations. In these situations, the administration of the institution chooses whether to enter into collective negotiations. The final contributing factor leading to collective bargaining on campus is the presence of at least one organization to marshall the faculty in support of the action.

Three steps are required by federal law in the collective bargaining process. The first of these is the determination of the membership of the bargaining unit. The second step is an election in which the majority in the unit who vote decide they want the management of their institution to bargain collectively. The third step is choosing an exclusive bargaining agent. The agent which receives the majority vote in the election becomes the bargaining agent for everyone in the unit (National Labor Relations Act, 1935). These steps do not always occur in a simple straightforward fashion. Each step can present difficulties.

The composition of the bargaining unit is determined in part by the actions of the "labor organizations" on campus who seek to serve as the faculty bargaining agent. These organizations ask individuals in the unit they think is the appropriate one to sign designation cards. These cards, when signed, indicate that a person favors having a certain organization serve as the unit's collective bargaining agent. The most common options for agent are the American Association of University Professors, the American Federation of Teachers, the National Education Association, state civil service organizations and local faculty associations such as a faculty senate. When any organization has signatures from thirty percent of the employees in the unit, as the unit has been defined by the organization, then the organization is able to petition the government labor board to conduct a representation election. These constitute the second and third steps mentioned above. If the organization has the support of a clear majority of the persons in the unit, then the organization can ask the employer to recognize it, or the labor board to certify it, without an election. Once a petition has been filed, other representational organizations can meet the thirty-percent requirement or file as an intervener with only ten percent of the unit's signatures.

When organizations do not agree on who should be included in the bargaining unit, the labor relations board makes a ruling dictating what the unit will be. Common sources of debate about unit composition include questions of including the following: part-time faculty, non-teaching university personnel such as the computer center staff, faculty who serve on administrative committees, and all departments.

The decision regarding unit composition has consequences for the faculty. As Carr and VanEyck point out in their book, *Collective Bargaining Comes to Campus*, "There is probably no aspect of the total process of collective bargaining that poses a greater risk to the long-term interests of a faculty, as members of a profession with exacting entrance and performance standards and also as members of a local 'company of scholars', than does this determination of the membership of the bargaining unit".

Another difficulty in the collective bargaining process results when several organizations appear on the ballot as well as a "no bargaining" option. People may vote for one of the agents rather than the "no agent" option when they are not actually in favor of collective bargaining. They may vote for one of the organizations because they feel collective bargaining is inevitable. They may also want to make sure that when it comes X is not the agent or that Y is the agent.

Collective bargaining has both positive and negative consequences for faculty. Most negotiations in which salaries are considered result in increased faculty salaries and fringe benefits. The greatest gains have gone to untenured faculty.

Work loads have generally not been altered by contracts. Statements that work loads will be "normal" and "not excessive" are common. Work-salary tradeoffs may increasingly occur with the continued budget crunch. Collective bargaining will result in new work for those faculty designated to carry out the provisions of the contract.

Almost all contracts create or designate grievance procedures. Many contracts, however, say nothing about institutional governance. Carr and VanEyck believe there is little indication that collective bargaining mechanisms have interfered with faculty legislative groups on campus. Both sides of this issue are discussed in the article, "A Senate for Academic Issues, A Union for Economic Issues" (Chronical of Higher Education, November 26, 1973).

Possible costs of collective bargaining for faculty include an increased adversary relationship between faculty and administrators. However, there is little in the literature to indicate that this is the general case. Faculty may feel that they lose some of their influence.

This may be especially true for faculty who voted for "no agent" or for an agent that lost. Faculty members will lose their *individual* influence on those issues included in negotiations and subsequently in the contract. For example, issues of tenure and academic freedom may be dictated by a contract.

The question of quality versus egalitarianism must also be considered. Collective bargaining exerts a leveling influence, with few mechanisms to recognize and reward individual excellence. Because of the binding nature of contracts, some also express fear that there will be a reduction in experimentation and change in the university. The reality of this fear has yet to be evaluated.

Collective bargaining can provide faculty with financial and fringe benefits. This sense of well-being must be weighed, however, against the possible loss of some traditional academic processes and values.

—*Sheryl Riechmann*

What Collective Bargaining Means to University Administrators

In considering the costs and benefits of collective bargaining for administrators, it must be kept in mind that one man's costs is another's benefit. Our personal philosophies and fears dictate how we look at any issue, and this fact helps explain why collective bargaining poses such thorny questions for administrators.

Briefly, some hard facts from the literature: As Carr and Van Eyck point out, the decision for a university to embark on collective bargaining is irreversible. Once a contract has been signed, the best that can be hoped for is a more advantageous contract the next time. Further, the contract is not what everybody likes. It represents a compromise that offends least. (See "A Roundtable" cited below.) The contract has much more to do with horse-trading than consensus.

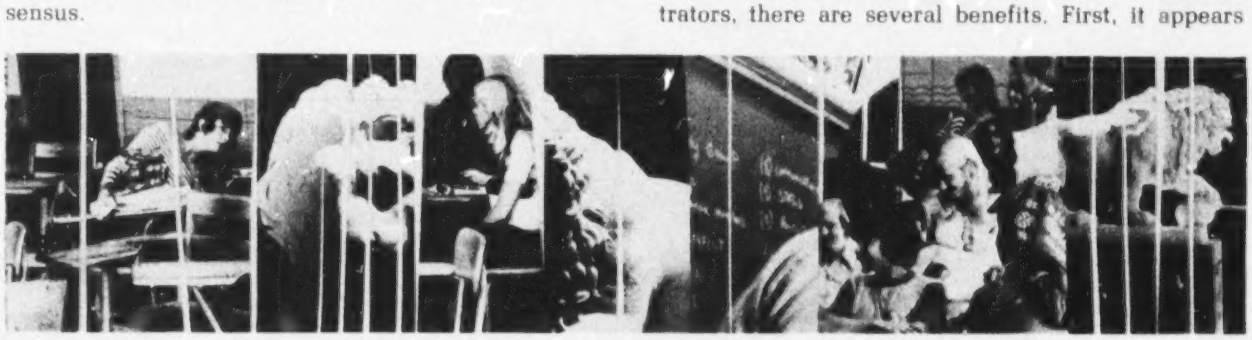
Collective bargaining increases the likelihood that extra-university agencies will affect university decisions. For instance, courts, state labor boards (in states having a public employee relations act, which Ohio does not), national offices of the bargaining agent (American Association of University Professors, American Federation of Teachers, National Education Association), and the state legislature.

There are bigger, and more time consuming roles for some, and new roles the administration must add. As management, trustees become the opposition's focal point. Some faculty bargaining units try to deal directly with trustees (rather than administrators, who bargain for the trustees), a practice not appreciated by administrators. Trustees may become a party to grievance procedures.

The president is a key person for several reasons. He sets the tone for his subordinates when collective bargaining comes over the horizon (Mortimer and Lozier, 1972). If his tone is derisive or uninterested, a poorly prepared administrative negotiating team may find itself overwhelmed by a highly organized faculty team. And while experienced administrators believe the legal counsel should not be the board's chief negotiator, he is critically important for developing strategy and tactics. In addition, the business officer and computer center staff, between them, will provide resource data (finances, personnel, projected enrollments) needed by both sides.

Two new roles (which may also be new job titles) are chief negotiator and contract administrator (Bucklew, 1971). A full-time chief negotiator should conduct sessions on strategy and information, negotiate and speak for his side. Fatique factors strongly affect this role. If the first contract results in especially advantageous gains for faculty, and if other groups are not included in the bargaining unit (such as librarians and medical school staff) they might become more interested in bargaining. Ultimately, the trustees, through their administrative negotiating team, may negotiate with several units.

As gloomy as this picture may appear to administrators, there are several benefits. First, it appears



that current higher education contracts benefit young, untenured, lower-echelon faculty most (salaries, fringe benefits). If so, collective bargaining may result in more campus peace and quiet since this young, verbal group is momentarily satisfied.

If full information is shared by both sides during negotiations, better institutional decision-making about resource allocation should result. Similarly, the administration's credibility may increase significantly since its words in the contract must be followed with action. And if budget crunches and student declines continue, joint faculty-administration decisions cannot result in faculty hostility towards unilateral administrative fiats (Howe, 1972).

At least one formal administrators' union now exists at Wayne State University, and Michigan State University has an informal one. Both cases raise interesting questions about administrators' carrying the dual role of representing trustees to faculty while bargaining with trustees themselves.

Costs of collective bargaining for administrators include the obvious financial ones for new proposals, new job positions, and additional legal feels. In addition, permanent power-yielding and the changing of current administrative methods take energy, cause distress, and require organization acumen. None of these costs is minor.

Collective bargaining brings both dangers and hopes to a university. The dangers center on unequal distribution of power that enhances campus conflict. The benefits radiate from better decision-making in resource allocation and about the university's future. To a large extent, the path taken by a university depends upon the attitude of top administration towards collective bargaining, and on its actions.

—*Ellen G. Miller*

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Additional material is in Harold I. Goodwin and John O. Andes, *Collective Bargaining in Higher Education: Contract Content - 1972, ED 074 923*. (Available from ERIC/Clearinghouse on Higher Education. This document analyzes one hundred and one contracts.) Also see *Faculty Power: Collective Bargaining on Campus*, Institute of Continuing Legal Education, Ann Arbor, Michigan, 1973; *Faculty Bargaining in the Seventies*, Institute of Continuing Legal Education, Ann Arbor, Michigan, 1973; E.D. Duryea, R.S. Fisk, et. al., *Faculty, Unions and Collective Bargaining*, Jossey-Bass, San Francisco, 1973; J. P. Begin, *Academics at the Bargaining Table: Early Experience*, University Extension Division, Rutgers University, New Jersey, 1973; *Collective Bargaining on Campus: What to Do When the Petition is Filed*, Institute of Continuing Legal Education, Ann Arbor, Michigan, 1973; *Contract Clauses Available Through Computer Search*, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, City University of New York, 17 Lexington Avenue, New York, 10010.

Editor's Note

Collective bargaining has come into operation on some university campuses and is a controversial prospect on others. In presenting the subject here at a time when it is a live issue at the University of Cincinnati, the editors propose to help inform those concerned. To take sides on the matter has not been our intention here. Any passages which might be taken as reflecting an other than neutral policy must be attributed to the difficulties in describing various courses of action and a related complex of views, not to advocacy either way. Important omissions or problems of balance, if any, must be put down to the scope of the problem as contrasted to the size of this newsletter and the failure of our hopes to overcome that.

Campus Bargaining

Collective Bargaining Comes to the Campus, Robert K. Carr and Daniel K. VanEyck, Washington, D.C.: American Council on Education, 1973.

Whether one is for or against collective bargaining, neutral, or ignorant about the matter as it pertains to higher education, this book provides a first-class, objective and scholarly background. It should be read by any faculty member, board member, administrator or student who wants to know the history, status and issues surrounding this very recent development in colleges and universities. It will reward the reader with enough information so that he or she can make more intelligent decisions, based on what is known so far about collective bargaining on campuses, but it will also warn the reader that it is too early to predict what the effects are, and it shows that many models for collective bargaining exist at a wide variety of institutions.

The book concentrates on four-year institutions, rather than on two-year colleges, with the starting point for collective bargaining at four-year locales possibly marked as September, 1969, when agreements took place between the City University of New York and its faculties. Most of what the book describes, in spite of its 1973 publication date, refers to the situation in the academic year 1971-72; nevertheless, it covers the territory very well indeed. The book's chapters include a brief history of collective bargaining in the United States, the emergence of faculty collective bargaining, faculty dissatisfaction as a cause of the movement, who is "in" the bargaining unit and who is "out", labor organizations' role in collective bargaining on the campus, what happens at the bargaining table, how the contracts are administered, and it ends with an excellent chapter called "An Evaluation of Faculty Collective Bargaining: Problems and Prospects".

Some interesting facts deserve to be mentioned in an attempt to arouse the reader of this review to go further and read the book. The Taft-Hartley Act of 1947 first acknowledged that collective bargaining was available to "professional employees" but no one at that time thought the concept would be used for college faculties. The National Labor Relations Board ruled in 1951 that it did not have jurisdiction over non-profit institutions, and this eliminated collective bargaining via federal laws for faculties at private institutions until 1970, when the NLRB reversed itself and ruled that non-profit educational institutions could be required to bargain collectively with their employees. This ruling, surprisingly, was made in a case involving some non-academic employees. As it stands now, the NLRB (which evolved from the Wagner Act of 1935) covers all private educational institutions whose gross annual operating revenues exceed one million dollars. Faculties at these private institutions can bargain collectively so long as a majority is in favor of it. The public institutions of higher education are not covered by the NLRB, but thirty-seven states have passed legislation to provide, in varying degrees, for the possibility of collective bargaining between faculty members and the governing boards, if a majority of the faculty wants it. Ohio is one of the thirteen states where no such legislation exists, and the decision to allow a faculty to bargain collectively rests with the local governing board. Youngstown State University did get such permission recently, and its faculty now has a collective bargaining agreement with the local board.

What about strikes? These are legal at private institutions of higher education, but they are illegal at most public institutions. In fact, very few strikes have occurred at four-year colleges or universities, and the effect of such strikes by a college faculty is debatable. Many of the current contracts have clauses that call for no strikes and no lockouts; the trend instead seems to favor mediation, fact-finding and arbitration when negotiations break down.

About ten to fifteen percent of the faculty members in the United States are now covered by collective bargaining agreements, but this includes two-year institutions. The organization or agent which represents the bargaining unit is usually one of three: American Association of University Professors, American Federation of Teachers or the National Education Association. (The November 26, 1973 issue of The Chronicle of Higher Education reports that 212 colleges and universities now have bargaining agents. Many of these, such as the Pennsylvania state colleges and university system which has fourteen campuses, are counted only once so that the actual number of units is about three hundred. The AAUP represents twenty-two four-year and three two-year institutions; the AFT represents twelve four-year and thirty-six two-year institutions; the NEA represents fifteen four-year and seventy-five two-year institutions; an affiliation of NEA and AFT represents six four-year and fourteen two-year institutions; the other twenty-nine are represented by independent agents.)

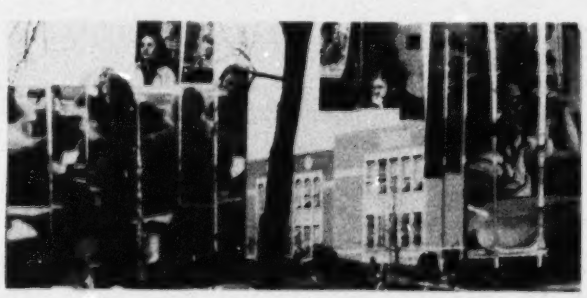
Who is covered in the agreements that exist? Generally, only full-time faculty are covered, but

some contracts include part-time faculty as well. Some bargaining units include department heads, others exclude them; some include professional school faculties (such as law and medicine), others exclude them; some include professional librarians, others exclude them. All exclude administrators above the level of department head. The variety of the constituents of the bargaining unit is due to a case-by-case approach by the NLRB and by the variety of the state labor board laws. At a public institution in a state such as Ohio, the make-up of the bargaining unit would be subject to negotiation between the bargaining agent and the governing board.

Do current agreements have union shop clauses, that is, must every faculty member join the organization which represents them? When this book was written no contract had such a provision. Faculty members are, therefore, still free to join the "union" or not.

Who votes on the agreement reached by the negotiating teams? This is an unsettled question, but at all four-year institutions the contract has been voted on either by dues-paying members of the bargaining agent only, or by the entire full-time faculty. All three of the agents (AAUP, AFT and NEA) can point to examples where the contract was ratified by the entire faculty, not just by the members of the bargaining agent.

These are a few examples of interest to most readers; Carr and VanEyck have examined them and many others in sufficient detail to give the reader a full background of the variety and complexities of the issues and answers. They have done so by examining several particular institutions and what has happened in the context of their situations. The state and city university systems in New York, Oakland University and Wayne State University in Michigan, Rutgers in New Jersey, Boston State College and Southeastern Massachusetts University are some schools on which they focus. They also discuss examples of institutions where elections were held and collective bargaining was rejected (for example, Northern Michigan University and Michigan State University).



In the final chapter the authors identify the problems and prospects of collective bargaining. Even though their analysis is now more than a year old, and a great deal has happened in the interim, it is an extremely worthwhile chapter. For all the issues which they analyze they point out that it is too early to give definitive answers since the collective bargaining phenomenon for college faculties is so new. However, the questions they examine include these: Have faculties won "more" with collective bargaining? Is increased work load the pay-off for higher salaries? What happens to the president's position; does it become less important and that of the board of trustees greater? What happens to faculty senates, and is the governance role of the faculty likely to be reduced under collective bargaining? What about the role of students; will their influence diminish under collective bargaining? Does collective bargaining foster egalitarianism at the expense of quality among the faculty? Should there be different pay scales for different units within the same university? What happens to merit increases? How is academic freedom affected under collective bargaining? Will institutions lose their autonomy under collective bargaining? If these sound like crucial issues at an institution where collective bargaining is currently being considered by a large proportion of faculty members, then this contribution to a new literature is well worth the few hours involved.

—*Lowell Leake, Jr.*

Writers in this issue are at the University of Cincinnati. Lowell Leake is an associate professor of mathematics. Ellen Miller is a senior research associate and Sheryl Riechmann a research assistant in this institute.

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